

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL EXPEDITED PACKAGE SERVICES 3 (MC2010-28)
NEGOTIATED SERVICE AGREEMENT

Docket No.
CP2013-68

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
TO GLOBAL EXPEDITED PACKAGE SERVICES 3
NEGOTIATED SERVICE AGREEMENT**
(January 6, 2014)

On June 26, 2013, the Postal Regulatory Commission (Commission) issued Order No. 1765, adding the specific agreement that is the subject of this docket to the Global Expedited Package Services (GEPS) 3 product.¹

A modification of the agreement that is the subject of this docket was recently signed. The modification amends Article 15. In Order No. 1835, the Commission requested, with respect to GEPS 3 agreements, that the Postal Service offer Article 15 related modifications and file them in the docket corresponding to each customer's agreement.² In addition, the modification revises the address of the Mailer in the Preamble and the address of the Mailer's contact in Article 31.

A redacted version of the modification is filed publicly as Attachment 1, and an unredacted version of the modification is filed under seal. With respect to the non-public version of the modification which is filed under seal, the Postal Service hereby

¹ PRC Order No. 1765, Order Approving a Global Expedited Package Services 3 Negotiated Service Agreement, Docket No. CP2013-68, June 26, 2013, at 5.

² Order No. 1835, Order Approving Revisions to Model Contract, Docket Nos. MC2013-27 and CP2013-35, September 16, 2013, at 6.

incorporates its Application for Non-Public Treatment filed in conjunction with its June 17, 2013 notice in this docket.³

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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January 6, 2014

³ Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2013-68, June 17, 2013, Attachment 4.

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between Ideal Global ("Mailer") with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on June 5, 2013, and signed by the USPS on June 13, 2013. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purposes of this Modification are to change the wording of Article 15. Postage Updates, to change the Mailer's address in the Preamble and Article 31 Notices, and to change the words "Express Mail" to "Priority Mail Express" in Article 31 Notices.

The Preamble shall now read as follows:

This Agreement ("Agreement") is between [REDACTED] ("Mailer"), with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

Article 15. Postage Updates shall now read as follows:

ARTICLE 15. POSTAGE UPDATES

1. In the event that the USPS incurs an increase in costs [REDACTED] associated with providing this service, the USPS shall notify the Mailer and modify the prices established under this Agreement. [REDACTED]
2. The USPS will give the Mailer thirty (30) days' notice of changes to the prices in Annex 1 and Annex 2.
3. Any revision of prices in Annex 1 and Annex 2 shall not be retroactive.
4. No price shall increase beyond the non-discounted published price for the affected service.

Article 31. Notices shall now read as follows:

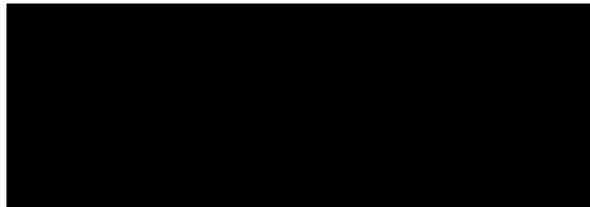
ARTICLE 31. NOTICES

All notices or demands to the Parties required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express to the following individuals:

To the USPS:

Managing Director, Global Business and Vice President
United States Postal Service
475 L'Enfant Plaza SW Room 1P830
Washington, DC 20260-0830

To the Mailer:



or via e-mail:

To the United States Postal Service at: icmusps@usps.gov

To the Mailer at 

All other terms and conditions of the Agreement shall remain in force.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2013-68). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2013, ACR2014, and/or ACR2015. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates
accompanying the Parties' signatures

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Frank A. Cebello

Name:

Frank A. Cebello

Title:

Executive Director, Global Business Management

Date

10/15/13

ON BEHALF OF

Signature:

Name:

Title:

Date:

08/10/2013